

**THE GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP**

The St. Johns River Water Management District (the “District”) is seeking submittals from qualified consultants to perform lake-specific restoration studies for Lakes Apopka and Jesup (the “Work”). The studies must include, but are not limited to, options to remove or mitigate nutrients and invasive species and explore the impacts of raising the average lake level and/or increasing the depth in some or all areas of the lakes. The estimated budget for the Work is \$5,000,000. All Work must be completed no later than February 26, 2027.

Interested and qualified Respondents are invited to submit a complete submittal package in accordance with the requirements and specifications detailed in this solicitation. Submittals must address all elements of the Scope of Work and comply with the terms and conditions set forth herein.

Further information is available through DemandStar at demandstar.com, Central Bidding at centralbidding.com, the state of Florida’s MyFloridaMarketPlace at myfloridamarketplace.com or the District’s website at sjrwmd.com. Solicitation packages may be obtained from the above portals. Respondents may also request the solicitation package directly from the District.

For all requests or questions relating to this solicitation, please contact:

Shari Chinevere, Procurement Manager

Phone: 386-643-1172 or E-Mail: slchinev@sjrwmd.com

PRE-SUBMITTAL MEETING – No Pre-Submittal Meeting is Scheduled

LAST DAY FOR QUESTIONS – July 8, 2026; 5:00PM

SUBMITTAL DUE DATE

2:00PM Friday, July 17, 2026

PLEASE NOTE! Submittal must include all required documents and forms requested in this solicitation or the submittal may be rejected and deemed non-responsive.

It is the responsibility of Respondents who receive this solicitation from sources other than the portals identified above or St. Johns River Water Management District to contact the District’s Procurement staff prior to the due date to ensure any updates/addenda are received in order to submit a responsible and responsive offer. If you fail to submit a complete and accurate document, the District may deem the offer non-responsive and reject your submittal.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

RESPONDENT NAME: _____

STREET ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

PRIMARY E-MAIL ADDRESS (required) _____

SECONDARY E-MAIL ADDRESS (required) _____

TELEPHONE: (_____) _____ YEAR COMPANY WAS ESTABLISHED _____

NAME/TITLE OF PERSON SUBMITTING PROPOSAL: _____

SIGNATURE OF PERSON SUBMITTING PROPOSAL: _____

This document must be completed and returned with your submittal

REQUEST FOR PROPOSALS
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REQUEST FOR PROPOSALS
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PART 1 - SCOPE OF WORK

I. Introduction and Background

The 2026 Florida Legislature included Specific Appropriation 1733 in the State Budget (HB 5001E) for the St. Johns River Water Management District (District) to study and report restoration strategies for Lakes Apopka and Jesup, both in Central Florida. The appropriation reads:

From the funds in Specific Appropriation 1733, \$5,000,000 in nonrecurring funds from the General Revenue Fund is provided to the St. Johns River Water Management District to study restoration strategies for Lake Jesup and Lake Apopka. The study must include, but is not limited to, options to remove or mitigate nutrients and invasive species and explore the impacts of raising the average lake level and/or increasing the depth in some or all areas of the lakes. For each lake, the study must also include: (1) Potential environmental impacts to water quality, water supply, and to native wildlife and aquatic plants; (2) Potential economic impacts to property value for surrounding properties and to surrounding businesses; (3) Any potential effects to opportunities for recreational activities, which shall include fishing and hunting; and (4) The estimated cost of constructing each option studied with a target completion date of June 30, 2037. By March 1, 2027, the St. Johns River Water Management District shall submit a report containing the results of the study and any recommendations, to the Governor, President of the Senate, and Speaker of the House of Representatives.

Lake Apopka, the fourth largest lake in the state (30,800 acres) is the headwaters for the Ocklawaha Chain of Lakes and the Ocklawaha River basin. Lake Apopka has a direct impact on the water quality of Lakes Beauclair and Dora, and a partial impact on the water quality of Lakes Eustis and Griffin, all part of the Upper Ocklawaha Basin Management Action Plan (BMAP). Prior to excessive nutrient inputs into Lake Apopka from agriculture and other point sources, the Lake was described as a clear lake, with game fish that relied upon the abundant desirable native aquatic vegetation. The first algae blooms occurred in the late 1940s. The lake lost all submerged vegetation within subsequent years, and the game fish were eventually replaced by dense populations of gizzard shad, a native rough fish that thrives in hypereutrophic conditions.

The District was designated the task of restoring Lake Apopka in the Lake Apopka Restoration Act of 1985. Lake Apopka was named, at that time, the most polluted large lake in the state. Further legislation followed with passage of the Surface Water Improvement and Management (SWIM) Act in 1987, and the Lake Apopka Restoration Act of 1996. District staff have initiated, completed, and are currently managing projects which reduce the phosphorus loading to the lake (diet) and reduce the current phosphorus availability within the lake (exercise). After several years of studies and over 35 years of restoration activities including the acquisition of the North Shore farms and cessation of muck farm discharges, operation of the Marsh Flow-Way filtration marsh, annual gizzard shad rough fish harvest, and replanting of native vegetation, the water quality in the lake has seen significant improvement. The Total Phosphorus (TP) concentration in Lake Apopka has declined from over 250 µg/L in the mid-1980s to near the goal of 55 µg/L in recent years.

Lake Jesup, which shifts from 8,000 to 16,000 acres depending upon the wide-ranging water elevations, has experienced alterations dating back to the 1800s. Over time, modifications to the lake's natural connection have occurred. These modifications limit the river's capacity to circulate water and flush nutrients. Urbanized development of Central Florida has also played a role in the decline of the lake's water quality. Decades of wastewater discharges to the lake's tributaries have increased nutrient inputs, leading to chronic algal blooms and the buildup of a thick layer of organic muck on the lake bottom.

However, amidst these challenges, concerted efforts have been put in place aiming to restore and rejuvenate this iconic body of water. In 1994, the Florida Legislature passed the Lake Jesup Act, prompting the District to launch diagnostic studies into the lake's water quality issues. District scientists expanded water quality sampling and hydrologic modeling of Lake Jesup and worked with partners on initiatives aimed at revitalizing the lake. The Florida Department of Environmental Protection (DEP) spearheaded the removal of wastewater treatment plant discharges from the lake's tributaries and subsequently formulated a Total Maximum Daily Load (TMDL) and BMAP. Through the BMAP process, local governments within the lake's watershed have implemented projects that decrease the amount of nutrient loading into the lake but legacy nutrients remaining in the muck layer continue to contribute to ongoing algal growth, perpetuating the cycle of water degradation. With the lake's depth only reaching 6 to 10 feet at its deepest, even moderate wind can disturb sediment at the lake's bottom,

resuspending these legacy nutrients into the water. To help address this issue, the lake's BMAP was updated in 2019 to include internal nutrient sources.

II. Objective

The District aims to complete lake-specific restoration studies for Lakes Apopka and Jesup by February 26, 2027, to provide comprehensive information to the Legislature for potential future funding. The outcome of this study will provide essential guidance to the Legislature and District for future restoration actions.

The objective of the studies is to identify cost-effective options in the form of potential projects to reduce nutrient availability and impairment that further the goal of meeting TMDLs and BMAPs, while maintaining or enhancing water supply, native ecology, and recreational opportunities. The potential projects shall minimize negative economic impacts to surrounding homeowners and businesses. These project concepts may include watershed nutrient-load reductions or measures to reduce the recycling of legacy nutrient loads from within waterbodies.

III. Work Description

Consultant shall identify potential projects that provide benefits to each lake. Consultant shall provide two final reports (one for each lake) with a list of potential projects that meet the above objectives and satisfy all requirements set forth in Specific Appropriation 1733. Each report shall include detailed project plans, implementation schedules, planning-level cost estimates (including design, permitting, construction, mitigation, and annual operation and maintenance costs) for each option and an overall recommendation regarding implementation of the most effective restoration strategy or combination of strategies.

IV. Task Identification

Consultant shall perform the following tasks to accomplish this Work.

A. Kickoff and Progress Meetings

A kickoff meeting, including the Consultant and District project team, will be held in person at District headquarters to review and finalize project goals and objectives and establish communication protocols. The Consultant and the District project team will hold up to twelve progress meetings to review progress, identify potential impacts to the task schedule, and develop solutions to keep the study on track. The Consultant shall schedule the kickoff meeting and progress meetings in coordination with the District project team. Meetings will typically precede task deliverables. The Consultant team for the progress meetings will consist of the Project Manager and appropriate staff. Progress meetings will be held virtually unless otherwise identified.

Deliverables: Agendas and minutes for each meeting in Adobe Acrobat and Microsoft Word format, and any PowerPoint presentations used during meetings.

B. Existing Information Collection and Review

This task focuses on collection and review of all existing environmental data, future restoration efforts, previous ecological studies and findings, lake or basin feasibility studies, and an evaluation of any other existing information that could be used for this study. This task may include meetings or correspondence with local governments, the District, and other entities to collect the necessary information. This task does not include the collection of any new environmental data.

Existing Information includes, but is not limited to:

1. District's water quality and hydrologic data
2. District's Surface Water Improvement Plans
3. Reports and data from limnological studies (District and local sources)
4. Reports related to development of water quality improvement projects from the last 30 years
5. Internal presentations, reports, and memoranda
6. DEP's TMDL and BMAP reports
7. Watershed Modeling Reports
8. 2025 Central Florida Water Initiative Regional Water Supply Plan
9. District Minimum Flows and Levels and associated Prevention and Recovery Strategy reports and draft reports
10. Seminole County Lake Jesup Drainage Basin Study
11. Local government data including reports, models, management or basin studies, etc.
12. Final reports for the Middle St. Johns River and Ocklawaha River Basin feasibility studies

Deliverables: Draft Technical Memorandum; revised Final Technical Memorandum addressing one set of consolidated District comments.

C. Evaluate Potential Projects to Remove or Mitigate Nutrients

Consultant shall identify and evaluate, separately for Lake Apopka and Lake Jesup, potential projects to remove or mitigate nutrients for each lake. At a minimum, Consultant shall evaluate dredging of lake sediments, lake sediment phosphorus inactivation, and potential projects that remove existing phosphorus from each lake's water column.

For each potential project, Consultant must include:

1. Potential environmental impacts to water quality (e.g., estimated nutrient load reductions or mass removal from the lake), water supply (e.g., alternative water supply made available), and to native wildlife and aquatic vegetation;
2. Potential economic impacts to property value for surrounding properties and to surrounding businesses;
3. Any potential effects to opportunities for recreational activities, which shall include fishing and hunting;
4. Detailed project plans and fee schedules for each potential project; and
5. For each potential project studied, the estimated construction cost, annual operation and maintenance costs, with a target completion date of June 30, 2037.

Evaluation of each potential project shall include at a minimum:

1. Cost-benefit analysis conducted in accordance with a methodology submitted to and approved by the District before the analysis is performed;
2. Preliminary planning-level opinions of probable costs including design, permitting and mitigation;
3. Estimates of long-term operation and maintenance costs;
4. Implementation schedule (i.e. "project readiness"), including design, permitting and mitigation;
5. Ecological benefits, including reduction in nutrient availability and habitat restoration/enhancement;
6. Ability to demonstrate no decreased level of service for flood protection;
7. Potential for mitigation costs associated with the potential project;
8. Potential to optimize regulation schedule(s) to maximize water supply; and
9. Potential alternative water supply benefits.

This effort does not include the development of a new modeling application such as surface or groundwater modeling. If model development is needed, it should be outlined in the details of the individual project plan.

Deliverables: Draft Technical Memorandum; revised Final Technical Memorandum addressing one set of consolidated District comments.

D. Evaluate Removal or Mitigation of Invasive and Nuisance Species

Consultant shall identify and evaluate, separately for Lake Apopka and Lake Jesup, potential projects to remove or mitigate invasive and nuisance species where relevant. At a minimum, Consultant shall evaluate invasive or nuisance vegetation control and rough fish harvesting.

Consultant must include for each potential project:

1. Potential environmental impacts to water quality (e.g., estimated nutrient load reductions or removal), water supply (e.g., alternative water supply made available), and to native vegetation and wildlife;
2. Potential economic impacts to property value for surrounding properties and to surrounding businesses;
3. Any potential effects to opportunities for recreational activities, which shall include fishing and hunting;
4. Detailed planning level project task, costs, and schedules for each potential project; and
5. For each potential project studied, the estimated construction cost for each option studied with a target completion date of June 30, 2037, and annual operation and maintenance costs.

Evaluation of each potential project shall include at a minimum:

1. Cost-benefit analysis;
2. Preliminary planning-level opinions of probable costs including design, permitting and mitigation;

3. Estimates of long-term operation and maintenance costs.
4. Implementation schedule (i.e. “project readiness”), including design, permitting and mitigation;
5. Ecological benefits, including reduction in nutrient availability and habitat restoration/enhancement;
6. Ability to demonstrate no decreased level of service for flood protection;
7. Optimize regulation schedule(s) to maximize water supply; and
8. Potential alternative water supply benefits.

This effort does not include the development of a new modeling application such as surface or groundwater modeling. If model development is needed, it should be outlined in the details of the individual project plan.

Deliverables: Draft Technical Memorandum; revised Final Technical Memorandum addressing one set of consolidated District comments.

E. Evaluate Impacts of Raising Average Lake Levels and/or Increasing Lake Depths

Consultant shall identify and evaluate, separately for Lake Apopka and Lake Jesup, the impacts of raising the average lake level and/or increasing the depth in some or all areas of each lake. At a minimum, Consultant shall evaluate the physical ability to modify lake water elevations through the use of water control structures and the physical ability to change water depths by sediment removal (e.g., dredging).

Consultant must include for each potential project:

1. Potential environmental impacts to existing flood protection provided by current structural and non-structural components, water quality (e.g., estimated nutrient load reductions), water supply (e.g., alternative water supply made available), and to native wildlife and aquatic plants;
2. Potential economic impacts to property value for surrounding and downstream properties and to surrounding businesses;
3. Any potential effects to opportunities for recreational activities, which shall include fishing and hunting;
4. Detailed project plans and fee schedules for each potential project; and
5. For each potential project studied, the estimated construction cost, annual operation and maintenance costs, and whether the potential project can reasonably be completed by the target completion date of June 30, 2037.

Evaluation of each potential project shall include at a minimum:

1. Cost-benefit analysis;
2. Preliminary planning-level opinions of probable costs including design, permitting and mitigation;
3. Estimates of long-term operation and maintenance costs;
4. Implementation schedule (i.e. “project readiness”), including design, permitting and mitigation;
5. Ecological benefits, including reduction in nutrient availability and habitat restoration/enhancement;
6. Ability to demonstrate no decreased level of service for flood protection;
7. Optimize regulation schedule(s) to maximize water supply; and
8. Potential alternative water supply benefits.

This effort does not include the development of a new modeling application such as surface or groundwater modeling. If model development is needed, it should be outlined in the details of the individual project plan.

Deliverables: Draft Technical Memorandum; revised Final Technical Memorandum addressing one set of consolidated District comments.

F. Reports

Consultant shall develop two final reports, one for Lake Apopka and one for Lake Jesup, compiling all Work completed in previous tasks and clearly presenting the results of the study and any recommendations required for submittal to the Governor, President of the Senate, and Speaker of the House of Representatives. In addition, Consultant shall:

1. Discuss strengths, limitations, and key considerations for each potential project;
2. Prioritize (i.e., rank) all potential projects evaluated in Tasks C-E;

3. Provide detailed project plans and fee schedules for each potential project; and
4. Recommend an overall most effective potential project (or suite of potential projects in combination) to address legislative direction.

Potential factors to consider for prioritization and final recommendation may include ecological benefits, cost-benefit ratio, resiliency aspects, economic impacts to landowners and businesses, and ease of implementation. Consultant shall discuss the prioritization methodology for potential projects with the District prior to finalization.

The reports will be of sufficient detail for planning and budgetary purposes and include a table listing all potential projects studied with a summary of each potential project's estimated construction cost, annual operation and maintenance costs, target completion assessment through June 30, 2037, key benefits, potential environmental, economic, and recreational impacts, and Consultant's prioritization to facilitate comparisons.

Consultant shall submit the draft final reports to the District for review and comment. The District shall provide consolidated comments within two weeks of receiving the draft final reports. Consultant shall address the District comments and submit Final Reports in time for the District to transmit the required report by March 1, 2027, to the Governor, President of the Senate, and Speaker of the House of Representatives.

Deliverables: (1) Draft Final Reports to the District by February 1, 2027; (2) revised Final Reports addressing one set of consolidated District comments by February 26, 2027, for District transmittal.

Notwithstanding anything to the contrary in the body of the Agreement, Contractor may not invoice for this task until after District approval of the Final Reports.

The Agreement that will be awarded through this solicitation is funded through a revenue agreement with the Florida Department of Environmental Protection (FDEP). The FDEP revenue agreement is still under negotiation at the time of this solicitation posting. Once finalized, it will be included in the District's Agreement with the successful Consultant as an attachment. Consultant's deliverables must conform to the requirements of the FDEP revenue agreement.

REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP
COST PROPOSAL

This document must be completed and returned with your submittal under Tab 5 of the Proposal

In accordance with the advertisement requesting Proposals for 42459RFP26 Restoration Strategies Study - Lakes Apopka and Jesup, subject to the terms and conditions of the solicitation, the undersigned agrees to perform the Work for the price contained in this **Cost Proposal form** (fill in the blanks).

Tasks		Fixed Price by Task
A.	Kickoff and Progress Meetings	
B.	Existing Information Collection and Review	
C.	Evaluate Potential Projects to Remove or Mitigate Nutrients	
D.	Evaluate Removal or Mitigation of Invasive and Nuisance Species	
E.	Evaluate Impacts of Raising Lake Levels and/or Increasing Depths	
F.	Reports	
	F.1. Draft Final Reports	
	F.2 Final Reports	
Total		

If said Proposal exceeds the estimated amount set forth in the District's solicitation, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to section titled SUBMITTAL LAYOUT/ORDER OF DOCUMENTS in this solicitation for information to be included with the proposal package.

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the state of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE AND CERTIFY, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this proposal and upon award of such proposal, shall fully comply with such terms and conditions.

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

Date

This document must be completed and returned with your submittal

**REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP**

PART 2 – GENERAL INFORMATION AND REQUIREMENTS

Thank you for your interest in working with the St. Johns River Water Management District. Please direct questions regarding the submittal documents and specifications to the District's procurement staff member identified on the first page of this solicitation, in writing. We look forward to working with you. Pertinent information and required documents regarding this solicitation as part of a responsive submittal are listed below.

The District shall publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on portals identified on the first page of this document.

2.1 MINIMUM QUALIFICATIONS

Respondent must satisfy the following minimum qualifications. Instructions for providing this documentation are provided herein. Failure to provide required documentation as instructed may result in a submittal being rejected as non-responsive.

- (a) Experience: Respondent (or a combination of the firm, individual, or project manager assigned to the work) or Respondent's subconsultant must have no less than five years of experience and expertise in each of the following:
 - (1) Water Quality, such as the role of hydrology in influencing eutrophication and harmful algal blooms, external nutrient load reduction projects, projects to reduce internal recycling of nutrients (sediment nutrient inactivation, dredging, rough fish harvest), etc.
 - (2) Hydrology, including specific understanding of the relative contributions of structural and non-structural flood protection, design, construction and operation of water control structures. Hydrology experience related to Lakes Jesup and Apopka is preferred but not required.
 - (3) Invasive or nuisance species management related to lake restoration and nutrient reduction.
 - (4) Economic and recreational impact analysis, cost-benefit analysis, and planning-level cost estimating.
- (b) Similar projects: Respondent (or a combination of the firm, individual, or project manager assigned to the work) or Respondent's subconsultant must have successfully completed at least three projects of a similar nature as set forth on the SIMILAR PROJECTS FORM within the past 20 years immediately preceding the deadline for receipt of Submittals for this solicitation. Preference will be given to more recent projects. The District reserves the right to determine whether a project shall be considered "similar." Any similar project submitted by Respondent must have been performed for a project owner/administrator that is independent of Respondent. For purposes of this solicitation, "independent" means a project owner/administrator that is not: (i) the Respondent; (ii) a relative of Respondent; (iii) an employee, officer, director, agent, or representative of Respondent; or (iv) a parent, subsidiary, affiliate, commonly owned entity, joint venture partner, or other entity under common control with the Respondent.
- (c) Respondent shall provide resumes for all personnel it will assign to this Project, including the names and functions of personnel assigned, special expertise, and any certifications relevant to the work.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any submittal if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

2.2 BUDGET ESTIMATE

The estimated budget is an estimate only and does not limit the District in awarding the Agreement.

Respondents are cautioned to not make any assumptions from the District Project Manager's construction estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Proposals if subsequent negotiations with qualified Respondents result in costs over the engineer's construction estimate. In addition, the District reserves the right to increase, decrease, or delete

any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

2.3 SUBMITTAL LAYOUT/ORDER OF DOCUMENTS

Respondent's submittal shall be organized in the following manner:

Tab 1 – Introduction and Respondent Information- *Administrative/Responsiveness (Not Scored)*

- (a) Cover letter.
- (b) Completed solicitation page 1 / addenda acknowledgement (form).
- (c) Completed Submittal Acknowledgement Form (form).
- (d) Completed affidavit of Non-Collusion and Certification of Material Conformance with Specifications (form).
- (e) Proof of insurability issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A- or greater for the required insurance(s) as set forth in the Agreement. Successful Respondent will be required to obtain and provide a Certificate of Insurance that meets all requirements as stated, references the Agreement number and shows St. Johns River Water Management District named as additional insured.
- (f) Completed Certificate of Authority to Do Business in Florida (form).
- (g) Proof of Respondent's active registration on www.sunbiz.org.
- (h) Proof of Respondent's active registration with the U.S. Department of Homeland Security's E-Verify system.
- (i) Completed Drug-Free Workplace Form (form) (will be used only if a tie occurs).

Tab 2 – Respondent / Subconsultant Organization, Background, and Expertise- 40 points

- (a) General Information (form).
- (b) Completed Proposed Subconsultants (form).
- (c) Completed Similar Projects Form.
- (d) Provide a written description of the Respondent and services provided.
- (e) Provide an organizational chart for Respondent.
- (f) Provide a written description of Respondent's (and proposed subconsultants') experience and expertise in the following (include number of years of experience in each):
 - (1) Water Quality, such as the role of hydrology in influencing eutrophication and harmful algal blooms, external nutrient load reduction projects, projects to reduce internal recycling of nutrients (sediment nutrient inactivation, dredging, rough fish harvest), etc.
 - (2) Hydrology, including specific understanding of the relative contributions of structural and non-structural flood protection, design, construction and operation of water control structures. Hydrology experience related to Lakes Jesup and Apopka is preferred but not required.
 - (3) Invasive or nuisance species management related to lake restoration and nutrient reduction.
 - (4) Economic and recreational impact analysis, cost-benefit analysis, and planning-level cost estimating.
- (g) List any current or past clients, projects, or engagements that may present a potential conflict of interest if Respondent firm is selected to provide services under this solicitation for the District. Include a brief description of the nature of the potential conflict. If no such conflicts exist, please state so explicitly.

Tab 3 – Qualifications, Abilities, and Expertise of Key and Professional Personnel, including Willingness, Ability, and Capacity to Dedicate Qualified Staff to the Project- 30 points

- (a) Provide a list of all proposed key and professional staff proposed for the project. The list must identify a project manager. In the list, include:
- (1) Names.
 - (2) Job titles / functions assigned.
 - (3) Special expertise. Identify any expertise in the following disciplines:
 - (i) Limnology, lake ecology, or aquatic ecology;
 - (ii) Water quality analysis and nutrient reduction strategies;
 - (iii) Hydrology and hydraulics or water resource engineering;
 - (iv) Sediment management, dredging, or in-lake restoration techniques;
 - (v) Invasive or nuisance species or aquatic vegetation management;
 - (vi) Environmental economics, property-value / economic impact assessment, or comparable economic analysis; and
 - (vii) Planning-level cost estimating and implementation scheduling.
 - (4) Status as employee or subconsultant.
 - (5) Amount of time available to dedicate to the Project.
- (b) Provide brief resumes for all proposed key and professional staff proposed for the Project. Resumes should address:
- (1) Education;
 - (2) Experience; and
 - (3) Professional certifications / licenses.

Tab 4 – Technical Merit of Proposal- 20 points

- (a) Provide a proposal for completing the Project as described in Part 1, Scope of Work. The proposal should address:
- (1) Proposed project schedule, including key milestones, completion dates and deliverables below;

Tasks		Expected Completion Dates ¹	Deliverable
A.	Kickoff and Progress Meetings		Meeting agendas and minutes
B.	Existing Information Collection and Review		Technical memorandum
C.	Evaluate Potential Projects to Remove or Mitigate Nutrients		Technical memorandum
D.	Evaluate Removal or Mitigation of Invasive and Nuisance Species		Technical memorandum
E.	Evaluate Impacts of Raising Lake Levels and/or Increasing Depths		Technical memorandum
F.	Reports		
	F.1. Draft Final Reports	February 1, 2027 ²	Draft final reports
	F.2. Final Reports	February 26, 2027 ²	Final Reports

¹ – Expected completion dates are based on an assumed start date of August 24, 2026.

² – Task F completion dates are firm.

- (2) Strategies to address the timely completion of the Work;
- (3) Project team's applicable resources and capabilities; and
- (4) Respondent's methodology and approach to the Project and understanding of the requested services.

Tab 5 – Cost Proposal- 10 points

- (a) Provide a completed Cost Proposal (form).

2.4 PROPOSAL SPECIFICATIONS, ASSEMBLY, AND SUBMITTAL

- (a) Proposal requirements:

- (1) **One (1) Original Document** – uploaded into DemandStar or Central Bidding as a single .pdf file.
- (2) **Page Limit** – none, if not otherwise specified herein this document.
- (3) **Page Size** – 8 ½ x 11; oversized pages must be scanned to print out to appropriate page sizes, if necessary.

- (b) Assembly requirements:

Submitted in order of submittal layout as listed above – documents should be scanned as PDF or similar format as one complete package.

- (c) Submittal requirements:

Complete submittal package – Complete package shall consist of all required information and documents as listed in the Section titled SUBMITTAL LAYOUT/ORDER OF DOCUMENTS. A submittal returned without these documents may be deemed non-responsive. The District reserves the right to request additional information from any Respondent prior to award.

2.5 SCORING GUIDELINES AND EVALUATION CRITERIA

All submittals received in accordance with this solicitation will be evaluated using the following scoring guidelines (multiplied by weights when applicable) unless other scoring is specifically identified in the category. See section above titled SUBMITTAL LAYOUT/ORDER OF DOCUMENTS for more information.

More than adequate8 – 10 Less than adequate1 – 4
 Adequate5 – 7 Not covered in submittal0

Failure by Respondent to include the required information may result in the submittal being considered non-responsive or may receive a correspondingly low score pursuant to the evaluation rating scale.

CRITERIA	WEIGHT	SCORE	TOTAL
A. RESPONDENT / SUBCONSULTANT ORGANIZATION, BACKGROUND, AND EXPERTISE	40		
B. QUALIFICATIONS, ABILITIES, AND EXPERTISE OF KEY AND PROFESSIONAL PERSONNEL, INCLUDING WILLINGNESS, ABILITY, AND CAPACITY TO DEDICATE QUALIFIED STAFF TO THE PROJECT	30		
C. TECHNICAL MERIT OF PROPOSAL	20		
D. COST PROPOSAL The responsive and responsible Respondent who submits the lowest proposed overall cost will receive a raw score of "10." All other responsive and responsible proposed costs will be scored proportionately.	10		
TOTAL	100		

*Scores are per Committee member; to gain maximum points, verify that each item above is supported by all necessary and required documentation listed in the tabs below.

2.6 HOW TO SUBMIT A RESPONSE TO THIS SOLICITATION

- (a) Respondent's submittal must be submitted in electronic format (no paper copies) either by uploading to DemandStar directly at www.demandstar.com **OR** to Central Bidding directly at www.centralbidding.com (NOT BOTH); **OR** by delivering all files on a single pin/thumb/jump drive either by mail or hand delivery in a sealed envelope.

Label all sealed envelopes as follows:

SEALED SUBMITTAL – DO NOT OPEN

Respondent's Name: _____

Request for Proposals: 42459RFP26, Restoration Strategies Study - Lakes Apopka and Jesup

Opening Time: 2:00PM

Opening Date: July 17, 2026

Shari Chinevere, Procurement Manager

St. Johns River Water Management District

District Headquarters

4049 Reid Street

Palatka, FL 32177

****Please note that the U.S. Postal Service does not deliver regular mail or express mail to the above address. The District's experience is that Federal Express and United Parcel Service will. The District is not responsible for and will not accept or consider late submittals due to delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence.**

DO NOT SUBMIT VIA EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.

- (b) All blank spaces on the solicitation documents must be typewritten or legibly printed in ink. In the event you decline to submit a response, the District would appreciate submittal of the "No Response Form" provided in this solicitation to describe the reason for not submitting a response.
- (c) Please do not password protect files saved to a pin/thumb/jump drive. The District recommends that Respondents confirm their submittal documents will open correctly on a non-Respondent-owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response. The file naming conventions for the solicitation must clearly identify specific information such as the solicitation number and Respondent's name (Example: 12345RFP78, ABC Company).

NOTE! A Respondent's submittal may be rejected as non-responsive for:

- (1) Failing to complete all forms.
- (2) Failure to provide all required materials; or
- (3) Otherwise failing to comply with instructions for preparation and organization of submittal.

2.7 SIGNATURE AND CERTIFICATION REQUIREMENTS

If an individual submits a response to this solicitation, the individual must sign his/her name therein and state his/her address and the name and address of every other person interested in this solicitation as principal.

If a partnership submits a response to this solicitation, state the name and address of each member of the partnership.

If a corporation or limited liability company submits a response to this solicitation, an authorized agent or officer/member must sign the submittal, subscribing the name of the entity with the individual's own name and affixing the corporate seal (if applicable). Such agent or officer/member must also provide the name of the state under which the entity is chartered/formed, and the names and business addresses of the officers/members.

All Respondents must submit evidence of registration with the Florida Secretary of State for doing business in the state of Florida.

All Respondents must certify that all persons or entities having an interest as principal in this solicitation or in substantial performance of the Work have been identified in the submittal forms.

2.8 PROHIBITED COMMUNICATION

To ensure a fair and impartial evaluation process, the District strictly prohibits any communication related to this solicitation with any District office, department, bureau, or employee during the submission and evaluation period, except as expressly authorized in this solicitation. Respondents are specifically prohibited from initiating any contact or communication with any District official or employee involved in the evaluation or consideration of submittals, including but not limited to the Executive Director and members of the Governing Board of the St. Johns River Water Management District, prior to the issuance of an award decision. All communication regarding this solicitation shall be initiated by the District's Procurement staff, and solely for the purpose of obtaining information or clarification necessary for the proper evaluation of submittals. Any attempt by a Respondent to engage in unauthorized communication may result in disqualification from consideration for award under this solicitation and may further result in exclusion from future procurement opportunities with the District.

2.9 PRE-SUBMITTAL MEETINGS, INQUIRIES AND ADDENDA

If scheduled, the pre-submittal meeting information will appear on the first page of this solicitation. If the pre-submittal meeting is not designated as mandatory, then attendance at the pre-submittal meeting is strongly recommended. If the pre-submittal meeting is designated as MANDATORY, each Respondent must attend or its submittal will not be accepted. During this meeting, the project scope, procedures, and specifications will be discussed. It is also the only opportunity during the open solicitation period for attendees to ask questions directly to the end user.

District staff are not authorized to provide oral interpretations or clarifications of the solicitation documents, including specifications or other agreement terms. All binding interpretations or corrections must be provided in writing, come only from Procurement staff, and be issued as part of an official addendum to this solicitation. The assigned Procurement Specialist may provide general guidance on District procedures and assist in referencing applicable sections of the solicitation documents; however, Respondents remain fully responsible for understanding and following all written requirements and submitting accordingly.

In order to be considered, all requests for a written interpretation or correction must be submitted via e-mail before the deadline for questions as stated in this solicitation. All official responses, including clarifications, corrections, or supplemental instructions, will be issued in writing via addenda and posted on the solicitation portals listed on Page 1 of this document, prior to the submittal due date.

By submitting on this solicitation, Respondent is bound by and must acknowledge receipt of all issued addenda. Submittals will be interpreted as if all addenda were received, whether or not Respondent actually reviewed the addenda. Failure to receive or review an addendum does not relieve Respondent of any obligations under the solicitation or resulting Agreement. All addenda become an official part of the Contract Documents (defined in the Agreement).

2.10 OPENING OF SUBMITTALS

Submittals will be opened on or as reasonably feasible after the due date, after which time a Respondents List will be identified and uploaded to DemandStar, Central Bidding, and MyFloridaMarketPlace; pricing (if applicable) is not part of this detail. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed submittals from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of submittals or final replies, whichever is earlier. This exemption is not waived by the public opening of the submittals.

Unless otherwise exempt, Respondent's submittal is a public record subject to disclosure upon expiration of the above exemption period. If any information included in the submittal is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

2.11 DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the submittal:

- (a) Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.

- (b) Submission of more than one submittal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- (c) Evidence of collusion among Respondents.
- (d) Submission of materially false information.
- (e) Information gained through checking references or other sources which indicates that Respondent may not successfully perform the Work.
- (f) Respondent is failing to adequately perform on any existing agreement with the District.
- (g) Respondent has defaulted on a previous agreement with the District.
- (h) The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified.
- (i) Any documented unsatisfactory past performance by Respondent on work performed on a District project.
- (j) Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

2.12 REJECTION OF SUBMITTAL

Submittals must be delivered to the specified location and received before the designated due date and time in order to be considered. Untimely submittals will be returned to Respondent unopened. Submittals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any submittal not prepared and submitted in accordance with the provisions specified herein and the District reserves the right to waive any minor deviations or irregularities in an otherwise valid submittal.

The District reserves the right to reject any and all submittals and cancel this solicitation when it determines, in its sole judgment and discretion, that it is not in its best interest to award the Agreement.

2.13 WITHDRAWAL OF SUBMITTALS

Respondent may withdraw its submittal if it submits such a written request to the District prior to the designated date and hour of opening. Respondent may be permitted to withdraw its submittal no later than 72 hours after the submittal opening for good cause, as determined by the District in its sole judgment and discretion.

2.14 EVALUATION OF SUBMITTALS AND AWARD PROCEDURES

Submittals will be reviewed and evaluated by a staff Evaluation Committee ("Committee") based on the criteria and weighting outlined in the Section titled SCORING GUIDELINES AND EVALUATION CRITERIA, herein.

A Committee meeting will be scheduled, and notice of the meeting, including the date, time, and location, will be posted at least five (5) days in advance on DemandStar, Central Bidding, MyFloridaMarketPlace and Florida Administrative Register. The Committee will meet at District headquarters or another suitable location to discuss and score the submittals. Each Committee member will complete an evaluation form during the meeting, and the compiled results will be used to determine the overall ranking.

(a) Evaluation Process

- (1) The Committee will evaluate and rank the submittals, based upon the established evaluation criteria. If the Committee determines that oral presentations will assist in the evaluation, presentations may be conducted at District headquarters, at another designated location, or remotely, as deemed appropriate by the District.
- (2) If the Committee determines that not all Respondents will be asked to make an oral presentation, the Committee will complete an initial evaluation to develop a preliminary ranked list. This list will be used to determine which Respondents will be asked to make an oral presentation.

- (3) After oral presentations are completed, the Committee members will conduct a final evaluation and ranking using the same criteria. Scores from the initial evaluation will not be carried over. All Respondents will be notified in writing of the Committee's final ranking results.

(b) Confidentiality of Evaluation Meetings

Under §286.0113, Fla. Stat., certain portions of meetings related to the solicitation process are exempt from public attendance. These include any part of a meeting where (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Recordings and materials from exempt meetings are confidential and exempt from public disclosure under §119.07(1), Fla. Stat., and §24(a), Article I of the Florida Constitution until the District issues a notice of intended decision or until thirty (30) days after the submittal opening, whichever comes first. All exempt portions of meetings must be fully recorded. No portion of the exempt meeting may be held off the record.

(c) Rejection and Reissuance

Pursuant to §286.0113, Fla. Stat., if the District rejects all submittals and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) Fla. Stat., and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all submittals.

(d) Approval of Ranking

Once the evaluation process is complete, the Committee's final ranking will be presented to the Governing Board for approval, unless the Governing Board has delegated authority to the Executive Director or designee to approve and execute the Agreement.

(e) Negotiations and Award

Negotiations will begin with the highest-ranked Respondent. If negotiations are unsuccessful, the District may end discussions and proceed to the next highest-ranked Respondent, and so on, until an agreement is reached. The Agreement will be awarded to the highest-ranked Respondent being the Respondent with the highest total score as reflected on the solicitation tabulation sheet, who demonstrates, in accordance with the requirements of the submittal documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement, and that successfully completes negotiations with the District ("Successful Respondent"). The District may include in the Agreement any proposed alternatives determined to be in its best interest.

(f) Equal Scores

If two or more submittals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose submittal contains commodities manufactured, grown, or produced within the state of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.

(g) Notice of Intent to Award

All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in the Section titled PROTEST PROCEDURES, herein.

(h) Reservation of Rights

In the event the Successful Respondent fails to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate and award the Agreement to the next highest-ranked Respondent, if available.

(i) Notice of Award

All Respondents will be notified of the District's intent to award or decision to award the Agreement. The time period for filing a protest under §120.57(3), Fla. Stat., will begin as provided in Section titled PROTEST PROCEDURES, herein.

2.15 PROTEST PROCEDURES

Notices of Intended Decision will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code commences at the time notices are posted.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

- (a) Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest with the District Clerk within 72 hours after its posting.
- (b) Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all submittals, proposals, or qualifications, must file a written Notice of Protest with the District Clerk within 72 hours after posting of the decision or intended decision.
- (c) Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, a Formal Written Protest must be filed with the District Clerk within ten (10) days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated Agreement amount.
- (d) No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.
- (e) The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Fla. Admin. Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.
- (f) Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

2.16 EXAMINATION OF CONTRACT DOCUMENTS

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this Section will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its submittal. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

2.17 EXECUTION OF AGREEMENT

- (a) By submitting a response to this solicitation, Respondent represents and warrants that its submittal is a firm offer. Upon the District's issuance of a notice of award (or other written acceptance), the Successful Respondent is bound to the terms, pricing, and commitments set forth in its submittal, as accepted by the District, together with the District's solicitation documents.
- (b) The Successful Respondent shall execute the District's Agreement in the form provided (with any District-approved changes) and shall not condition, qualify, or withdraw its submittal, or refuse to sign the Agreement, after award. Failure to timely execute the Agreement and proceed with performance as required may be deemed a breach and may result in rejection of the submittal, cancellation of award, and any other remedies available to the District under the solicitation, the Agreement, or applicable law.
- (c) Unless all submittals are rejected, the Successful Respondent must execute and return the Agreement to the District within 10 business days of receipt along with each of the following:
 - (1) A completed Internal Revenue Service Form W-9.
 - (2) Satisfactory evidence of all required insurance coverage.
 - (3) Proof satisfactory to the District of the authority of the person or persons accepting the terms and conditions of this Solicitation on behalf of Respondent.
 - (4) All other information and documentation required by the Agreement.
- (d) The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be sent via e-mail to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.
- (e) Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

2.18 FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this solicitation is intended to remain tangible personal property and not become part of a public work owned by the District.

2.19 PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or placed on the discriminatory vendor list may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

2.20 USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES This section does not apply to this solicitation.

2.21 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Notice is hereby provided that pursuant to §287.05701, Fla. Stat., the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if Respondent is a responsible Respondent and (2) may not give preference to a Respondent based on Respondent's social, political, or ideological interests.

2.22 AMERICANS WITH DISABILITIES ACT (ADA)

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through **Shari Chinevere, Procurement Manager**, or by calling (800) 955-8771 (TTY), at least five (5) business days (Mon – Fri) before the date needed.

2.23 DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the draft Agreement below.

REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP
PART 3 – REQUIRED DOCUMENTS AND FORMS

The following forms must be included in Respondent’s submittal:

REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP
GENERAL INFORMATION FORM

As part of the submittal, Respondent shall complete the following so that the District can determine Respondent's ability, experience, and facilities for performing the Work.

Name of Respondent: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years the Respondent has experience performing work similar to the Scope of Work described in this solicitation: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? ___ Y ___ N

If Yes, please describe each such instance.

Has Respondent (including any parent, subsidiary, affiliate, or predecessor) ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this proposal or a prior entity that Respondent substantially operated or controlled? ___ Y ___ N

If Yes, please describe the nature and result of those proceedings and the entity involved.

Has Respondent (including any parent, subsidiary, affiliate, or predecessor) ever been debarred, suspended, or otherwise excluded from any procurement activity (including as a subconsultant) with any federal, state, or local government entity in the United States of America? ___ Y ___ N

If Yes, explain.

This document must be completed and returned with your submittal

REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP
RESUME OF KEY INDIVIDUALS
Use one page per individual and additional pages as necessary

REQUEST FOR PROPOSALS
42459RFP26RESTORATION STRATEGIES STUDY - LAKES AOPKA AND JESUP
SIMILAR PROJECTS FORM

Provide at least three unique projects, similar in nature to the Work described in this solicitation, that Respondent has successfully completed within the last twenty years immediately preceding the deadline for receipt of Submittals for this solicitation. No more than one of the similar projects can be from a project completed for the District.

The District may contact the Project Owner or Administrator to verify the information provided below. Please ensure that all contact information is current and accurate. If the District is unable to reach the listed point of contact within two to three business days, the submittal may be deemed non-responsive.

District reserves the right to determine whether or not a project shall be considered “similar.”

Project Owner/Administrator:	
Point of Contact:	E-Mail:
Phone:	Project Start/Completion Dates:
Project Name:	
Describe how similar project applies to this solicitation:	
	Total Project Value \$ _____

Project Owner/Administrator:	
Point of Contact:	E-Mail:
Phone:	Project Start/Completion Dates:
Project Name:	
Describe how this similar project applies to this solicitation:	
	Total Project Value \$ _____

Project Owner/Administrator:	
Point of Contact:	E-Mail:
Phone:	Project Start/Completion Dates:
Project Name:	
Describe how this similar project applies to this solicitation:	
	Total Project Value \$ _____

This document must be completed and returned with your submittal

REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP
PROPOSED SUBCONTRACTORS

RESPONDENT NAME: _____

Please list all Subconsultants (defined in Agreement herein) to be used in connection with your performance of the Agreement. The District reserves the right to accept or reject any Subconsultant based on past performance, location, or any other grounds that may conflict with the best interests of the District. *If Respondent intends to utilize the license of a Subconsultant to obtain any permit to perform the Work, the Subconsultant and license classification must be disclosed in this Proposed Subconsultants form.* (Use additional pages, if necessary):

Check which applies:

Respondent will NOT utilize Subconsultants: ☐

Respondent will utilize the Subconsultants listed below: ☐

1. Name and address of Subconsultant: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

2. Name and address of Subconsultant: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

3. Name and address of Subconsultant: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

4. Name and address of Subconsultant: _____

Description of work to be performed: _____

Estimated % of workload/responsibility: _____

This document must be completed and returned with your submittal

**AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF
MATERIAL CONFORMANCE WITH SPECIFICATIONS**

STATE OF _____

COUNTY OF _____

I, the undersigned, _____ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:
_____ the Respondent that has submitted the attached submittal package.
2. The attached submittal is genuine. It is not a collusive or sham submittal.
3. I am fully informed regarding the preparation and contents of the attached submittal and am knowledgeable of all pertinent circumstances related thereto.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham submittal package in connection with the Agreement for which the attached submittal package has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached submittal of any other Respondent, or to fix any overhead, profit, or cost element of the submitted prices or the submitted price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.
5. The price(s) included in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this submittal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of ____, 202____, by _____ as __ (title) of _____ (Respondent), the party on behalf of whom instrument was executed.

(SEAL)

(Signature)

Notary Public, State of _____ at Large

My commission expires: _____

This document must be completed and returned with your submittal

CERTIFICATE AS TO RESPONDENT'S AUTHORITY TO DO BUSINESS IN FLORIDA

Respondent is incorporated/organized/formed under the laws of the State of _____; is authorized by law to respond to this solicitation and perform all Work and furnish materials and equipment required under the Agreement and is authorized to do business in the State of Florida.

Entity name: _____

Address: _____

Registration No: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal, if utilized by Respondent)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing submittal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister entities involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

ATTACH a copy of Respondent's active registration with the State of Florida Division of Corporations proving Respondent's authority to do business in the State of Florida, or a copy of the application for same that has been accepted by the State of Florida.

This document must be completed and returned with your submittal

DRUG-FREE WORKPLACE FORM

This form is considered only in the event of a tie response

Respondent, (company name) _____, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by any employee convicted of a violation listed in subparagraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that Respondent complies fully with the above requirements.

By: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP
SUBMITTAL ACKNOWLEDGMENT FORM

The undersigned, on behalf of Respondent, hereby certifies and declares the following:

Authority to Bind: The individual signing this form is authorized to represent and legally bind Respondent to the terms and conditions of the solicitation and to Respondent's submittal.

Commitment to Contract: If selected, Respondent agrees to enter into an Agreement with the District based on the terms set forth in the solicitation documents, including the draft Agreement, Instructions to Respondents, all exhibits and attachments, addenda, certifications, affidavits, and the submittal. Respondent further agrees to provide all required goods and services in accordance with the stated timeline and to submit proof of the required insurance coverage.

Conflict of Interest: Except as disclosed in any attached addendum, no officer, employee, or agent of the District has any direct or indirect interest in Respondent's business or in any agreement that may result from this submittal. Respondent affirms that no such interest will exist throughout the term of any awarded Agreement.

Disclosure of Interested Parties: All individuals or entities with a significant interest in this solicitation, whether as principals or key participants in performing the Work, are listed in the form titled Certificate as to Respondent's Authority to do Business in Florida. No other party holds any interest in this solicitation or in any resulting Agreement.

Due Diligence: Respondent affirms that it has reviewed and understands the attached draft Agreement and all related documents, including the specifications, addenda, and conditions related to this solicitation. Respondent acknowledges receipt of all issued addenda and confirms it is fully informed regarding the Work to be performed.

Fair Solicitation Submission: This submittal is made independently, without collusion, connection, or agreement with any other person, company, or organization submitting on this solicitation. It is made in good faith and without any attempt to defraud.

By signing this Submittal Acknowledgement Form, I acknowledge I have read and understand it, and I affirm that Respondent complies with all conditions and requirements set forth herein.

RESPONDENT NAME

AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME

TITLE

This document must be completed and returned with your submittal

REQUEST FOR PROPOSALS
42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP

NO RESPONSE FORM

Your reasons for not responding to this solicitation are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of submittals. Thank you for your cooperation.

Please check (as applicable):

- ☐ Specifications too "general" (explain below)
- ☐ Insufficient time to respond to the solicitation
- ☐ Do not provide this type of work for this project
- ☐ Schedule would not permit us to perform
- ☐ Unable to meet solicitation specifications
- ☐ Specifications unclear (explain below)
- ☐ Disagree with solicitation or Agreement terms and conditions (explain below)
- ☐ Other (specify below)

Remarks: _____

DATE

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

**DRAFT AGREEMENT BETWEEN THE DISTRICT AND CONSULTANT
FOR RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP**

This Agreement is entered into between the Governing Board of the St. Johns River Water Management District (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and _____ (“Consultant”), whose address is _____ for Restoration Strategies Study - Lakes Apopka and Jesup (the “Project”). All references to the parties hereto include the parties, their officers, employees, agents, successors and assigns.

In consideration of the mutual covenants and promises contained herein, the District and Consultant (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between the District and Consultant, of which this Agreement is part, consists of the Contract Documents and shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the solicitation 42459RFP26 Restoration Strategies Study - Lakes Apopka and Jesup), Consultant’s submittal, Scope of Work, plans and drawings, any/all addenda issued in support of the solicitation, recorded bonds (as required), Certificates of Insurance, affidavits, specifications, all Purchase Orders, Change Orders, Work Orders, any Special Conditions or any other attachments issued hereafter, and any other amendments hereto executed by the Parties hereafter. The following are attachments to this Agreement: Attachment A — Scope of Work, Attachment B — Cost Schedule Attachment C — Insurance Requirements, Attachment D — District Supplemental Instructions (Sample), Attachment E — Common Carrier or Contracted Carrier Attestation, Attachment F — Human Trafficking Attestation, Attachment G — Funding Grant

Should any conflict arise between the Contract Documents and this Agreement, the terms of this Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and Consultant acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the District and Consultant.

Section 4 – Term, Survival. The term (“Term”) of this Agreement shall be effective upon the date of the last Party’s signature below through the final completion date, February 26, 2027 (the “Completion Date”). Time is of the essence for each and every aspect of this Agreement. All provisions that by their nature extend beyond the Term survive termination or expiration hereof.

Section 5 – Deliverables and Ownership.

- (a) **Deliverables.** Consultant agrees to perform and complete the Work per the Contract Documents, Attachment A – Scope of Work, hereto, and within the Term.
 - (1) Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work.
 - (2) Consultant shall ensure that all workmanship and materials used in the performance of the Work are of good quality.
 - (3) Upon request, Consultant shall furnish satisfactory evidence demonstrating the type and quality of materials provided.
 - (4) Unless otherwise expressly stated in this Agreement, Consultant shall be solely responsible for providing and paying for all materials, labor, equipment, tools, and other facilities required to complete the Work.
 - (5) Upon completion of the Work in its entirety, the District's Project Manager (“DPM”) shall conduct a final inspection to determine whether the deliverables are complete and satisfactory in all respects.
 - (6) Consultant shall ensure that all electronic deliverables provided under this Agreement, including, but not limited to, reports, PDFs, presentations, forms, data visualizations, dashboards, online tools, and other digital or web-based content, comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Deliverables must be provided in accessible formats compatible with commonly used assistive technologies. Consultant shall promptly remediate any accessibility deficiencies identified by the District at no additional cost and shall provide corrected deliverables within a mutually agreed-upon timeframe.

(b) **Ownership.**

- (1) All deliverables produced under this Agreement, including any Work not accepted by the District, shall become the property of the District to the extent of compensation received by Consultant, whether partial or full. All source documents, specifications, materials, reports, data, and other documentation, whether developed, obtained, or utilized in the performance of the Work, excluding proprietary materials identified in the applicable Scope of Work, shall be and shall remain the property of the District. Consultant shall safeguard such materials and provide them to the District promptly upon request.
- (2) District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

Section 6 – Progress Reports. If not otherwise specified in the Scope of Work, Consultant shall, upon written request, submit written progress reports to the DPM at the frequency specified and in a format approved or on a form provided by the DPM, at no additional cost to the District. Each progress report shall include an updated progress schedule that accounts for all delays and any approved changes to the Work. Failure to submit required progress reports in accordance with this provision may result in the District withholding payment until such reports are received and deemed acceptable.

Section 7 – Compensation. For satisfactory completion of the Work, District shall make payment to Consultant an amount not to exceed _____ (\$XXX), (the “Total Compensation”), per the District’s established procedure and according to Attachment B – Cost Schedule hereto. There shall be no provisions for pricing adjustments during the Term.

Section 8 – Invoices, Payment and Release. Consultant shall submit itemized invoices on a monthly basis based of the percent of task completed by one of the following two methods:

- Email to - acctpay@sjrwmd.com (preferred) or
 - Mail to - St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571.
- (a) If payment is requested for services by Consultant, Consultant shall submit an invoice to the District in accordance with the requirements of this Agreement. Submission of an invoice shall constitute Consultant’s representation to the District that the services identified in the invoice have been properly and timely performed as required herein.
 - (b) Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Consultant shall provide additional supporting information as required to document invoices.
 - (c) Payments shall be made in accordance with Chapter 218, Part VII, Fla. Stat., Local Government Prompt Payment Act. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
 - (d) Required Invoice Information. All invoices shall include the following information: (1) District agreement number; (2) Consultant's name and address (include remit address, if necessary); (3) Consultant's invoice number and date of invoice; (4) DPM name; (5) Consultant's Project Manager name; (6) supporting documentation as to cost and/or Project completion (as per Attachment B - the Cost Schedule) and other requirements of the Scope of Work; (7) summary of activities/progress reports documenting Work completed for the invoiced amount and Work anticipated to be completed in subsequent month(s). Consultant should not include its Federal Employer Identification Number or social security number (as applicable) on the invoices. As this Agreement is funded all or in part by DEP grant monies, all invoices shall comply with the requirements set forth in the Funding Grant, Attachment G hereto. Consultant should review the “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services for more information: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- Invoices that do not comply with this paragraph shall be returned without action, stating the basis for rejection.
- (e) End of District Fiscal Year Reporting. The District’s fiscal year concludes on September 30. Regardless of the invoicing schedule set forth in this Agreement, the District is required to account for all encumbered funds as of that date. Where permitted under this Agreement, submission of an invoice for Work completed as of September 30 shall fulfill this requirement, provided such invoice is submitted no later than October 30.

- (1) If the Agreement does not authorize the submission of an invoice for Work completed as of September 30, Consultant shall, by no later than October 30, provide a written description of the Work performed between the date of the last submitted invoice and September 30, along with an estimate of the amount due for that Work as of September 30.
- (2) If no prior invoices have been submitted, Consultant shall instead submit a written summary of the Work completed through September 30 and an estimated value of that Work as of that date.
- (f) Final Invoice Representation. Submission of Consultant's invoice for final payment and reimbursements shall further constitute Consultant's representation to the District that, upon receipt from the District of the amount invoiced, all obligations of Consultant to others, including its Subconsultants (defined herein), incurred in connection with the Project, will be paid in full forthwith.
- (g) Final Invoice Timing. The final invoice must be submitted no later than forty-five (45) days following the final completion date. However, if the completion date coincides with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the final completion date. Final invoices submitted after the applicable deadline shall be subject to a ten percent (10%) penalty, which may be waived solely at the District's discretion upon a showing of special circumstances that prevented timely submittal. Consultant must request approval for any delayed submission of the final invoice no later than ten (10) days prior to the applicable due date and shall provide justification for the delay.
- (h) Onboarding. Contractor is required to register with and complete vendor onboarding through PaymentWorks, Inc. as a condition of receiving payment.
- (i) Payments. Absent exceptional circumstances, Consultant is required to sign up and receive payment(s) electronically from the District via Automated Clearing House payment.
- (j) Payments withheld. The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: The District may withhold, or nullify in whole or in part, any payment otherwise due to Consultant if necessary to protect the District from loss due to any of the following:
 - (1) Defective Work not remedied;
 - (2) Failure to make timely payments to Subconsultants;
 - (3) Lack of adequate progress in the performance of the Work;
 - (4) Damage caused to another consultant; or
 - (5) Any other material breach of this Agreement.Withheld amounts shall not be considered due and payable until Consultant has fully cured the condition(s) justifying the withholding.
- (k) Travel expenses. If the Cost Schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the Project budget and are not otherwise compensable. If travel expenses are not included in the Cost Schedule, travel expenses are a cost of providing the service that is borne by Consultant and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- (l) Release. Upon satisfactory completion of the Work, the District shall issue a written statement confirming acceptance of all deliverables. Consultant's acceptance of final payment shall constitute a full and final release of all claims against the District arising out of or related to the performance of this Agreement, except for any documented claims for additional compensation that have been properly submitted in accordance with the terms of this Agreement and remain pending at the time of final payment.

Section 9 – Funding Contingency. This Agreement is contingent upon the availability of funding from one or more sources, including but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature; or (3) funding from other agencies or sources. For Agreements extending beyond one Fiscal Year, continued performance is subject to annual funding appropriations at the sole discretion of the District's Governing Board. If funding is not appropriated for the current or any future Fiscal Year, in whole or in part, the District will notify Consultant. This Agreement will be deemed terminated for convenience five (5)

days after such notice, or later if specified by the District. "Fiscal Year" means the period from October 1 through September 30.

Section 10 – Project Management Personnel - The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either Party may change its Project Manager upon three (3) business days' prior written notice to the other Party. Written notice of change of address shall be provided within five (5) business days.

- (a) The DPM shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (b) Consultant shall diligently supervise the Work, using its best skill and attention. A competent superintendent, acceptable to the District, shall remain on-site throughout the Project. Consultant's superintendent shall not be replaced without the District's consent, unless no longer employed by Consultant or deemed unsatisfactory by Consultant. Consultant's superintendent shall act on behalf of Consultant in the Project Manager's absence, and directions given to the superintendent shall be binding on Consultant. If the District provides documented evidence that any individual on the Project is incompetent, disorderly, or not complying with the Agreement or District instructions, Consultant shall promptly remove that individual and not reassign them to the Project. The District may request replacement of Consultant's Project Manager for failure to perform competently, follow instructions or specifications, or for other reasonable cause.
- (c) Consultant shall maintain an adequate and competent professional staff. Consultant's employees, subconsultants, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Consultant shall furnish proof thereof.

DISTRICT

Cammie Dewey – DPM
St. Johns River Water Management District
4049 Reid St., Palatka, Florida 32177
Phone: 407-659-4831
E-Mail: cdewey@sjrwmd.com

CONSULTANT

TBD - Project Manager
TBD – Company Name
TBD – Company Address
TBD – PM Phone
TBD – PM E-Mail

- (d) **Notices** - All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices submitted via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices submitted via email are deemed delivered on the date transmitted and received.

Section 11 - Indemnification. Consultant shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by Consultant, its employees or Subconsultants, in the performance of the Work. Consultant shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Consultant's employees performing under this Agreement.

Section 12 – Insurance. Consultant shall obtain and maintain all insurance coverage and limits set forth in Attachment C – Insurance Requirements. Consultant shall not commence any Work until it has provided the District with valid Certificates of Insurance evidencing full compliance. Certificates reflecting lesser coverage shall not be accepted and do not waive the District's insurance requirements.

To the extent permitted by its insurance policies, Consultant waives all rights of recovery against the District. Consultant's insurance shall be primary with respect to any coverage also maintained by the District, which shall be considered excess and non-contributory.

Section 13 – Compliance with Law; Permits and Licenses. Consultant shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. Consultant shall include this requirement in all subcontracts. All materials used and Work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Consultant represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed.

Consultant warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Scope of Work, the responsibility of the Parties for obtaining permits is apportioned as follows:

- (a) The District shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers. Any permits not already procured by the District shall be procured by Consultant.
- (b) Consultant shall procure any permits required by the county or municipality wherein the Work is located.
- (c) Consultant shall:
 - (1) give to the proper authorities all required notices relative to the Work;
 - (2) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Consultant's responsibility;
 - (3) furnish any bonds, security, or deposits required to permit performance of the Work;
 - (4) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
 - (5) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

Section 14 – Assignment. Consultant may not assign or subcontract all or part of this Agreement without written approval from the District.

Section 15 – Amendments and Changes to the Work. This Agreement and any issued Work Order may be amended only by a written agreement executed by both Parties. Any modification that alters, adds to, or deducts from the Work, or otherwise modifies the terms of this Agreement or a Work Order, shall be authorized through a written change order or formal amendment. Each such document shall clearly describe the nature of the change and any corresponding adjustment to the Work Order Total Compensation and/or the final completion date.

Additional authorized written modifications may include the following:

- (a) **District Supplemental Instructions (DSI).** The DPM may issue a District Supplemental Instruction (DSI) using the form attached as Attachment D to authorize minor adjustments to the Work that are consistent with the approved Scope of Work. A DSI must be signed by both Parties. A DSI shall not be used to modify the scope of the Agreement or a Work Order, nor to change the Total Compensation, quantity, quality, or final completion date of the Project.
- (b) **Emergency Changes in the Work.** In the event of an emergency that endangers life or property and requires immediate action, the District may issue an oral directive for Consultant to proceed with an emergency change in the Work. Such directive shall be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency Work, Consultant shall submit a written estimate identifying any resulting increases in cost or time. Failure to timely submit such notice shall constitute a waiver of any claim for additional compensation or time extension. Within fifteen (15) days after receipt of the estimate, the Parties shall negotiate a written Change Order or formal Amendment. If the Parties are unable to reach agreement, any disputed issues shall be resolved in accordance with the dispute resolution provisions of this Agreement. Consultant shall not refuse to perform emergency Work.

Section 16 – Certification. Consultant certifies that it, its principals, and affiliates, have not been, are not now, and during the Term of this Agreement will not be (a) on the Scrutinized Companies or Other Entities that Boycott Israel (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification or if the certification proves to be untrue during the Term of this Agreement.

Section 17 – Public Records.

- (a) Consultant is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Consultant for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Consultant, the District shall take such steps as are

necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Consultant shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.

- (b) Consultant shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in § 119.011(12), Fla. Stat. Consultant shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Consultant meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - (1) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify Consultant of the request, and Consultant must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Consultant fails to provide the public records to the District within a reasonable time, Consultant may be subject to penalties under s. 119.10, Fla. Stat.
 - (2) Upon request from the District's custodian of public records, Consultant shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
 - (3) Consultant shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to the District.
 - (4) Upon completion of the Agreement, Consultant shall transfer, at no cost to District, all public records in possession of Consultant or keep and maintain public records required by the District to perform the services under this Agreement. If Consultant transfers all public records to the District upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.
- (d) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**District Clerk
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
(386) 329-4127
clerk@sjrwmd.com**

Section 18 – Exempt or Confidential and Exempt Information.

- (a) Contractor acknowledges that in performing services under this Agreement, it may unavoidably come into contact with certain information that is exempt or confidential and exempt from public disclosure under Florida law. Contractor acknowledges his or her familiarity with the applicable legal protections and agrees to comply with all requirements governing the use, handling, protection, and disclosure of such information, including but

not limited to the following:

(1) Section 119.0725, Fla. Stat. — Cybersecurity, Technology, and Critical Infrastructure Information.

Information related to the District’s cybersecurity, information technology systems, operational technology systems, data, critical infrastructure, cybersecurity incidents, network schematics, hardware or software configurations, encryption, incident detection, investigation, or response practices, and related insurance, deductible, self-insurance, or risk mitigation coverage information.

(2) Section 119.071, Fla. Stat. — Security, Fire safety, Threat Response, and Emergency Planning Information.

Information related to the physical security or fire safety of District facilities, security or fire safety systems, threat assessments, threat response plans, emergency evacuation plans, sheltering arrangements, and manuals or training materials for security, fire safety, emergency personnel, or emergency equipment.

(3) Section 119.071, Fla. Stat. — Building Plans and Structural Information.

Building plans, blueprints, schematic drawings, diagrams, and similar documents, whether in draft, preliminary, or final form, that depict the internal layout or structural elements of any building, facility, or structure owned or operated by the District.

(b) Contractor shall maintain the protected status of such information and shall not disclose, release, copy, distribute, or use the information except as authorized by the District or as otherwise permitted by law.

(c) Contractor’s obligations under this section shall survive expiration or termination of this Agreement.

Section 19 – Audit; Access to Records. Consultant must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access, and necessary facilities to inspect and audit those records for five (5) years after the receipt of funds. If an examination or audit is performed, Consultant must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Consultant shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

Section 20 – Florida Single Audit Act.

(a) **Applicability.** The Florida Single Audit Act (“FSAA”), §215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in §215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District; therefore, for purposes of this Section, the term “Recipient” includes Consultant as a “sub-recipient.” In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with §215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of §215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with §215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity’s resources (i.e., Recipient’s resources obtained from other than State entities).

(b) **Program Information.** This Agreement involves the disbursement of state funding by the Florida Department of Environmental Protection (“DEP”). Funding is provided under the State of Florida, _____ **(check the name of the actual program that is funding this and add it here)**, in the amount of \$ _____. The Florida Catalog of State Financial Assistance (“CSFA”) number for this program is CSFA No. _____. **(Find the CSFA No. in the Catalog)**

(c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature’s Website at

<http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

- (d) Allowable Costs. Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) Audit Requirements. Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the CSFA <https://apps.fldfs.com/fsaa/catalog.aspx>. The services/purposes for which the funds are to be used are included in the Scope of Work.
- (f) Financial Reporting. Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, Florida 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (g) Monitoring. In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) Examination of Records. In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) Records Retention. Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

Section 21 – Employment Eligibility. Pursuant to §448.095, Fla. Stat., Consultant must be registered with and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement.

Consultant shall include in related subcontracts, if authorized under this Agreement, a requirement that Subconsultants performing Work or providing services pursuant to this Agreement register and utilize the E-Verify system to verify employment eligibility of all employees used by the Subconsultant for the performance of the Work. The Subconsultant must provide Consultant with an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a Subconsultant knowingly violated § 448.095, Fla. Stat., and notifies Consultant of such, but Consultant otherwise complied with the statute, then Consultant shall immediately terminate the agreement with the Subconsultant.

Section 22 – Attorney’s Fee. Except as may be otherwise provided herein, in the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each Party shall bear its own attorney’s fees.

Section 23 – Governing Law, Venue, Waiver of Right to Jury Trial. This Agreement is governed by laws of the State of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. Venue for any state legal proceedings arising from or related to this Agreement shall be in Putnam County, Florida. Venue for any federal legal proceedings arising from or related to this Agreement shall be in Duval County. IN THE EVENT OF ANY CIVIL PROCEEDINGS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES HEREBY CONSENT TO TRIAL BY THE COURT AND WAIVE THE RIGHT TO A JURY TRIAL IN SUCH PROCEEDINGS; PROVIDED, HOWEVER, THAT THE PARTIES MAY MUTUALLY AGREE TO A JURY TRIAL.

Section 24 – Release of Information. Consultant shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.

Section 25 – Confidentiality of Certain District Information:

- (a) The parties acknowledge that pursuant to §119.0725, Fla. Stat., the following information is generally confidential and exempt from disclosure under Florida's public records laws:
 - (1) Coverage limits and deductible or self-insurance amounts of insurance other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of the District;
 - (2) Information relating to the District's critical infrastructure (including existing and proposed information technology and operational technology systems and assets);
 - (3) Cybersecurity incident information reported pursuant to §282.318, Fla. Stat. or §282.3185, Fla. Stat.; and
 - (4) Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents (including suspected or confirmed breaches).
- (b) To facilitate the performance of the Work, the District may provide Consultant with confidential information as described above. If Consultant receives such confidential information, Consultant shall maintain the confidential nature of the information and not disclose the information without the express written consent of the District. Any confidential information in Consultant's possession at the termination of the Agreement shall be returned to the District or, if approved by the District in writing, destroyed in accordance with the District's instructions.

Section 26 – Independent Contractor. Consultant is an independent contractor. Neither Consultant nor Consultant’s employees are employees or agents of the District. Consultant controls and directs the means and methods by which the Work is accomplished. Consultant is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Consultant’s duties include, but not be limited to: (1) providing Workers’ Compensation coverage for employees as required by law; (2) hiring employees or Subconsultants necessary to perform the Work; (3) providing any and all employment benefits; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Consultant’s duties hereunder or alter Consultant’s status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

Section 27 – Common Carrier. Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew an agreement with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Consultant shall complete Attachment E, the Common Carrier or Contracted Carrier Attestation.

Section 28 – Force Majeure; Delays. Consultant shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Consultant: the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, a restraining order, injunction, or similar decree of any court of competent jurisdiction, war, flood, earthquake, fire, severe wind storm, acts of public disturbance, quarantine restrictions, epidemics, strikes, freight embargoes, or sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

Consultant shall not be compensated for delays caused by Consultant's inefficiency, rework made necessary by Consultant's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten (10) days after the onset of a delay, Consultant shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay. If the delay is due to the failure of another District contractor to complete its Work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the final completion date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both Parties.

Section 29 - Access; Work Area; Gates

- (a) Access. The District will provide sufficient access to accomplish Work performed on District property. Consultant shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition. Consultant is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Consultant shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the District.
- (b) Work Area. All Work shall be confined to the designated work area(s). Consultant shall obtain written approval from the District before making any adjustments.
- (c) Gates. Consultant shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. Unless otherwise stated in the specifications, Consultant shall be responsible for providing lock(s) to District properties.

Section 30 – Land and Water Resources. Except as explicitly provided in the Scope of Work and each issued Work Order, Consultant shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Consultant shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Consultant shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted, and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Consultant.

Section 31 – Cleanup, Equipment Removal. Upon expiration or termination of this Agreement, Consultant shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Consultant shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from

any amounts due to Consultant. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Consultant.

Section 32 – Safety. For any Work that is to be performed on premises that are owned or controlled by the District (the “Premises”), Consultant has the sole and exclusive duty for the safety of the Premises. Consultant shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Consultant shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the Work assigned. Neither Consultant nor its Subconsultants shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or illegal drugs, on or from the Premises or adjacent property, except as authorized by law. Consultant employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District or right-of-way owner. Consultant shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Consultant.

Section 33 – Use of Completed Portions of the Work. The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Consultant shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

Section 34 – Royalties and Patents. Consultant certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Consultant shall: (a) pay all royalties, patent, and license fees necessary for the Work; (b) defend all suits or claims for infringement of any patent rights, and (c) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Consultant obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.

Section 35 – Contingency Fees. Pursuant to §287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of these provisions, the District may terminate this Agreement without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

Section 36 – Iron and Steel for Public Works. This Section does not apply to this Agreement.

Section 37 – Nuisance. Consultant shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work.

Section 38 – Coordination with the District and Other District Contractors. The District may let other agreements in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Consultant’s Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Consultant shall arrange its Work so as not to interfere with the District or other District contractor and join Consultant’s Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Consultant shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Consultant shall afford other District contractors’ reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate Consultant’s Work with the other contractor’s work. Consultant shall take into account all contingent work to be done by others and shall not plead want of knowledge of such contingent work as a basis for delay or non-performance. Consultant shall be liable for any damage it causes to the Work performed by other District contractors. If any part of the Work depends for proper execution or results upon the Work of other District contractors, Consultant shall inspect and promptly report any defects in the other contractors’ work that render it unsuitable for Consultant’s Work. Failure to so inspect and report shall constitute an acceptance of the other contractors’ work as fit and proper for the reception of Consultant’s Work, except as to defects which may develop in the other contractors’ work after execution of the Work.

Section 39 – Cooperation with the Inspector General. Pursuant to §20.055(5), Fla. Stat., Consultant and any Subconsultant understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Section 40 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 41 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided the District pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of the District to indemnify Consultant, if provided, is limited and shall not exceed the limits set forth in §768.28, Fla. Stat. This Section shall survive the termination of the Agreement.

Section 42 – Civil Rights. Pursuant to chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

Section 43 – Interest in the Business of Consultant; Non-Lobbying. Consultant certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

Section 44 – No Coercion for Labor or Services. Consultant, a nongovernmental entity entering this Agreement with the District, certifies, assures, and affirms that Consultant does not use coercion for labor or services as prohibited under §787.06, Fla. Stat. If Consultant is a nongovernmental entity, Consultant must provide the District with a Human Trafficking Attestation, Attachment F, executed by an officer or representative of Consultant.

Section 45 – Dispute Resolution.

- (a) During the course of work. In the event any dispute arises during the course of the Work, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the DPM no later than five (5) calendar days after the precipitating event. If not resolved by the DPM within five (5) calendar days, the DPM shall forward the request to the District's assigned Assistant Executive Director, which shall issue a written decision within five (5) calendar days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. Consultant shall proceed with the Work in accordance with said determination. This shall not waive Consultant's position regarding the matter in dispute.
- (b) Invoices. In the event the District rejects an invoice as improper, and the declines to modify the invoice, Consultant must notify the District in writing within ten (10) calendar days of receipt of notice of rejection that Consultant will not modify the invoice and state the reason(s) therefor. Within five (5) calendar days of receipt of such notice, if not informally resolved through discussion with the DPM, the Project Manager shall forward the disputed invoice and Consultant's written response to the District's assigned Assistant Executive Director. The matter shall then proceed as described in subsection (a), above.
- (c) Payment. Nothing herein requires the District to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to this Agreement or the subject of a claim brought pursuant to §255.05, Fla. Stat. If the District disputes a portion of a payment request, the undisputed portion shall be paid twenty (20) business days after receipt of the request.

Section 46 – Remedies for Non-Performance.

- (a) District Remedies. The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Consultant to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder

shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.

- (b) **Consultant Correction of Deficiencies.** The District shall provide Consultant with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Consultant disputes that a failure of performance has occurred, Consultant shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the final completion date shall not be extended in order to correct deficiencies. Consultant shall bear the cost of correcting all work of other consultants that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Consultant to correct incomplete or damaged Work caused by Consultant's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Work Order Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Work Order Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Work Order Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Consultant in order to complete satisfactory performance of the Work. If the District is performing a function that Consultant is required to perform, the District may deduct the cost of providing such technical assistance from the Work Order Total Compensation. Prior to providing any such technical assistance, the District shall notify Consultant that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Work Order Total Compensation. Consultant shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

Section 47 – Default/Termination. In the event Consultant fails to comply with any of the provisions of this Agreement, the District may terminate this Agreement for cause by first notifying Consultant in writing,

specifying the nature of the default and providing Consultant with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the District thereafter may terminate this Agreement for cause upon written notice to Consultant without prejudice to the District. In the event of termination of this Agreement for cause, the District will then be responsible to compensate Consultant only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. The District may terminate this Agreement without cause providing at least thirty (30) days written notice to Consultant. In the event of termination of this Agreement without cause, the District will compensate Consultant for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the District's or other public entity's obligations under this Agreement. Should this occur, the District shall have no further obligation to Consultant other than to pay for services rendered prior to termination.

Section 48 – Definitions

AGREEMENT: The written contract between the District and Consultant covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District – New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (and Friday), and Christmas Day.

CHANGE ORDER: A written agreement of the Parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

DISTRICT's PROJECT MANAGER (DPM): The District employee designated by the District to be responsible for overall coordination, oversight, and management of the Work for the District.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CONSULTANT: The Party entering this Agreement with the District as Consultant, its officers, employees, agents, successors, and assigns.

CONSULTANT's PROJECT MANAGER: The individual designated by Consultant to be responsible for overall coordination, oversight, and management of the Work for Consultant.

SCOPE OF WORK: The District's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONSULTANT/TRACTOR: Those persons having a direct contract with Consultant relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: Whatever is done by or required of Consultant to perform and complete its duties under the Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of Consultant, fuel, heat, light, cooling and all other utilities as required by the Agreement. Work to be performed by Consultant is generally described as being according to the plans and specifications furnished by the District.

Section 49 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. The District shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 50 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 51 – Warranty. Consultant warrants that the Work, workmanship, and material furnished by Consultant shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after the District's acceptance of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction and acceptance or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

In the event of breach of this warranty, Consultant shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Consultant's responsibility. Upon written notification of a breach, Consultant shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Consultant shall be afforded necessary and reasonable access to perform warranty work. If Consultant fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Consultant shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

When applicable, refer to the technical specifications for additional information and requirements relating to warranty. In the event of a discrepancy regarding warranty between this Agreement and the technical specifications, the language in this Agreement shall govern.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Consultant has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representative, and, if appropriate, has caused the seal of the corporation (if applicable) to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the Parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all Parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONSULTANT

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

**42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP
SCOPE OF WORK**

Attachment A

(Will be inserted prior to obtaining signatures)

**42459RFP26 RESTORATION STRATEGIES STUDY - LAKES APOPKA AND JESUP
COST SCHEDULE**

Attachment B

(Will be inserted prior to obtaining signatures)

INSURANCE REQUIREMENTS

Attachment C

Consultant shall provide the District with a Certificate of Insurance issued by an insurer authorized to conduct business in the State of Florida and rated A- or higher by A.M. Best Company. Any deductible or self-insured retention exceeding \$100,000 must be disclosed to and approved by the District. Such approval shall not be unreasonably withheld. Consultant shall be solely responsible for all deductibles and self-insured retentions.

All required insurance policies shall remain in effect through the completion and District acceptance of the Work.

The Certificate of Insurance must:

- (a) Include endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act;
- (b) Reference the Agreement number;
- (c) Include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District as Additional Insured; and
- (d) Provide for at least thirty (30) days' prior written notice of cancellation, sent to the DPM at the address specified herein.

Submission of a Certificate of Insurance that does not meet the required coverage shall not be accepted and shall not constitute a waiver of the District's insurance requirements.

Workers' Compensation Insurance.

Workers' compensation and employer's liability coverage, including Longshore and Harbor Workers' compensation, if applicable, shall not be less than the minimum STATUTORY limits required by Florida law.

- (a) Consultant, and its insurance carrier, waives all subrogation rights (Endorsement CG 24 04 05 09, or equivalent) against the District, its officials, employees and volunteers for all losses or damages which occur during the Agreement Term and for any events occurring during the Agreement Term, whether the suit is brought during the Agreement Term or not.
- (b) If Consultant claims an exemption from workers' compensation coverage, Consultant must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Consultant must provide a completed District "Affidavit (Non- Construction)" for non-construction Agreements.

Commercial General Liability.

Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than

- (a) \$1,000,000 for personal injury, bodily injury, and property damage, with a project aggregate of \$2,000,000.
- (b) Coverage shall include:
 - (1) contractual liability;
 - (2) perils generally known as XCU (explosion, collapse, and underground property damage), subsidence, absolute earth movement (excepts as it pertains to earthquake peril only) or any equivalent peril;
 - (3) products and completed operations;
 - (4) independent contractors; and
 - (5) property in the care, control, or custody of Consultant. Extensions shall be added or exclusions deleted to provide the necessary coverage.

Automobile Liability.

\$500,000 combined single limit.

DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

Attachment D

DISTRICT SUPPLEMENTAL INSTRUCTIONS

DATE:

TO: NAME, Consultant Project Manager
ABC Company
1234 Street
City, State Zip

FROM: _____, District Project Manager

AGREEMENT NUMBER: _____

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Agreement Total Compensation or Completion Date. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. CONSULTANT'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Consultant's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Consultant agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
DPM NAME, District Project Manager

Acknowledged: _____ Date: _____
ADMIN NAME, District Procurement Specialist

c: Contract file
Financial Services

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION

Attachment E

This form must be completed by Consultant. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Consultant acknowledges that the District may terminate this Agreement upon receipt of knowledge or information that Consultant is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

CONSULTANT NAME: _____

(check one statement below):

_____ Is not a Common Carrier or contracted carrier and this Agreement does not involve common carrier or contracted carrier services.

OR

_____ Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

HUMAN TRAFFICKING ATTESTATION

Attachment F

Consultant Name: _____ (“Consultant”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the State of Florida, (“District”) in compliance with §787.06(14), Fla. Stat.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

I acknowledge that §787.06(14), Fla. Stat., requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (“Consultant”) and a governmental entity (“District”) in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that the nongovernmental entity does not use **coercion to employ any person for labor or services.**

This signed attestation is provided to the District to comply with that requirement.

On behalf of Consultant, I hereby certify, assure, and affirm that Consultant does not use coercion for labor or services as prohibited under §787.06, Fla. Stat.

If, at any time in the future, Consultant does use coercion for labor or services, Consultant will immediately notify the District, and no contracts may be executed, renewed, or extended between the parties.

By: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

**42459RFP26 RESTORATION STRATEGIES STUDY - LAKES AOPKA AND JESUP
FUNDING GRANT**

Attachment G

(Will be inserted prior to obtaining signatures)